



**Cottonwood
Heights
Police
Department**

April 2015

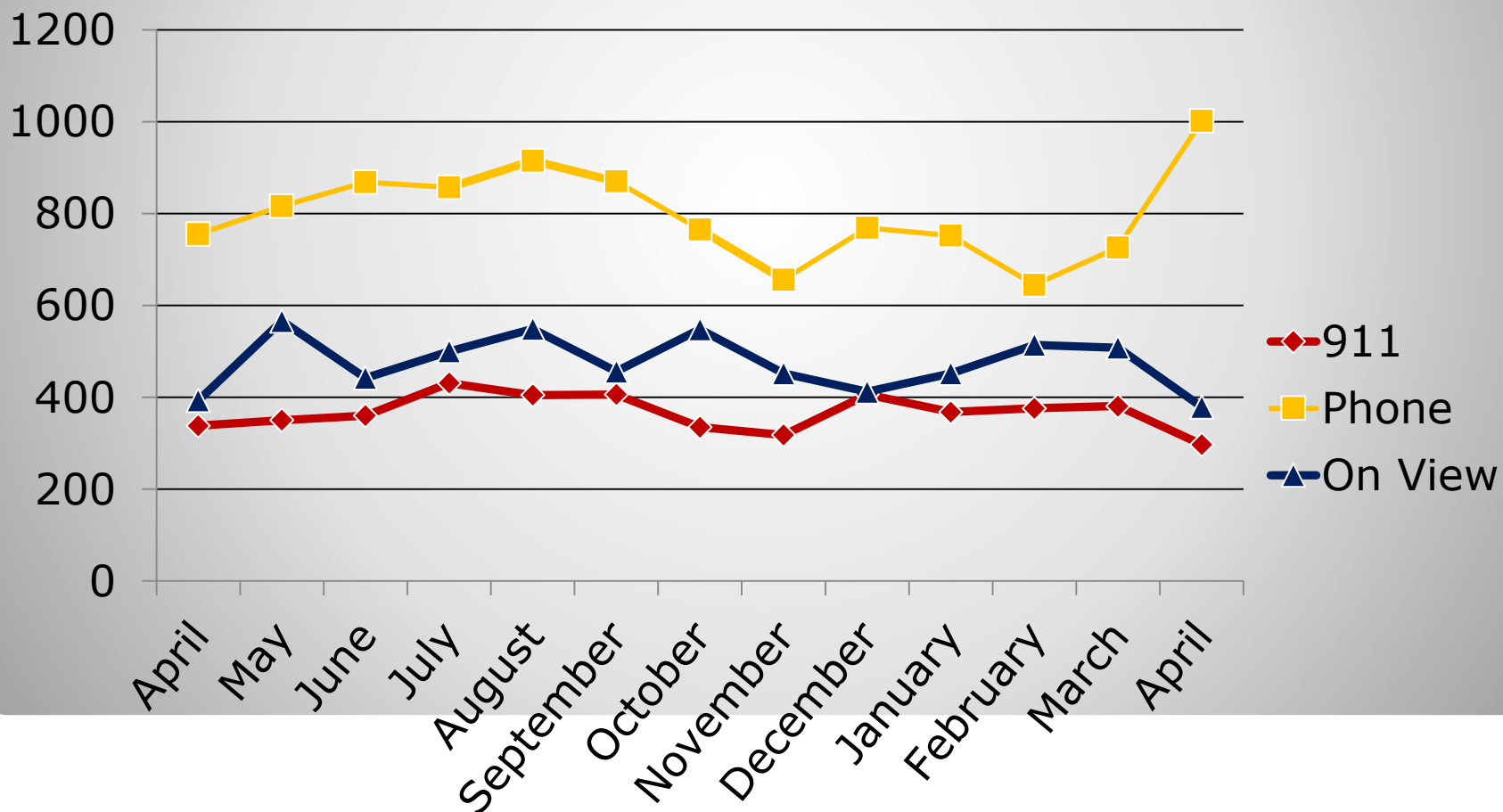
See a cop? Smile, wave, show your support.

NATIONAL
POLICE TRUE BLUE
WEEK 2015 
HONORING COURAGE, SALUTING SACRIFICE

Remembering those heroes we've lost...

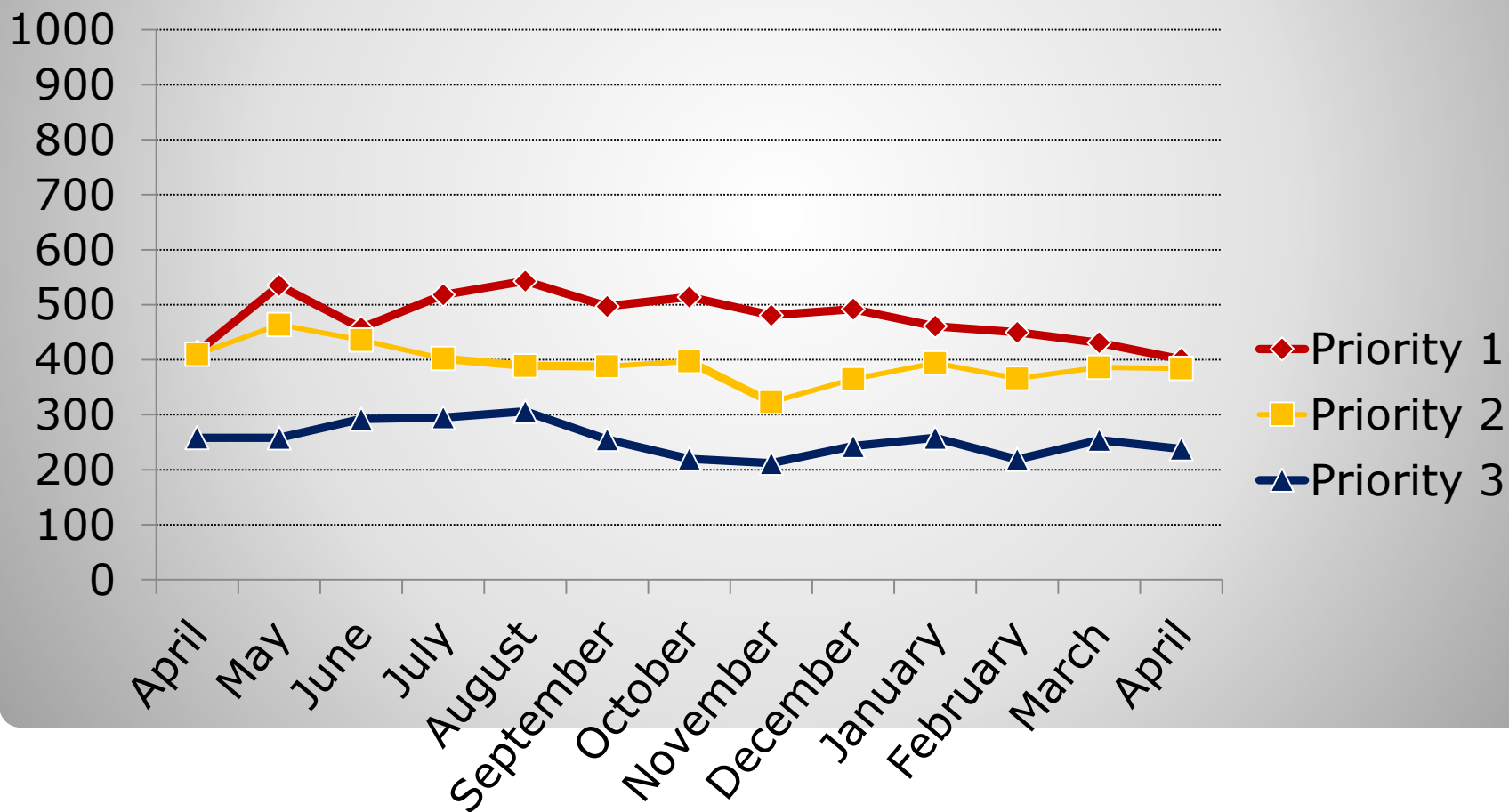


Calls For Service By Source



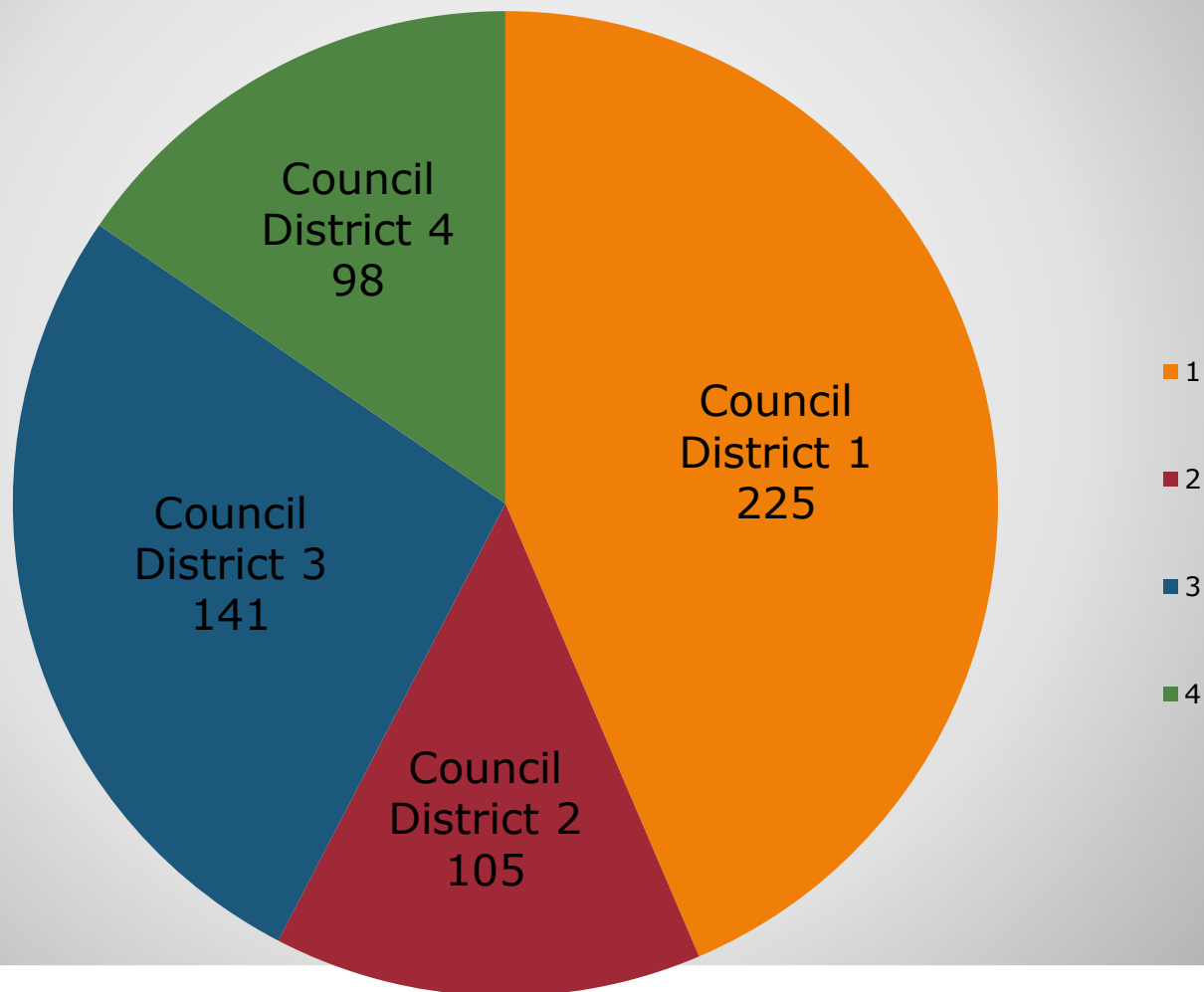


Calls for Service by Priority



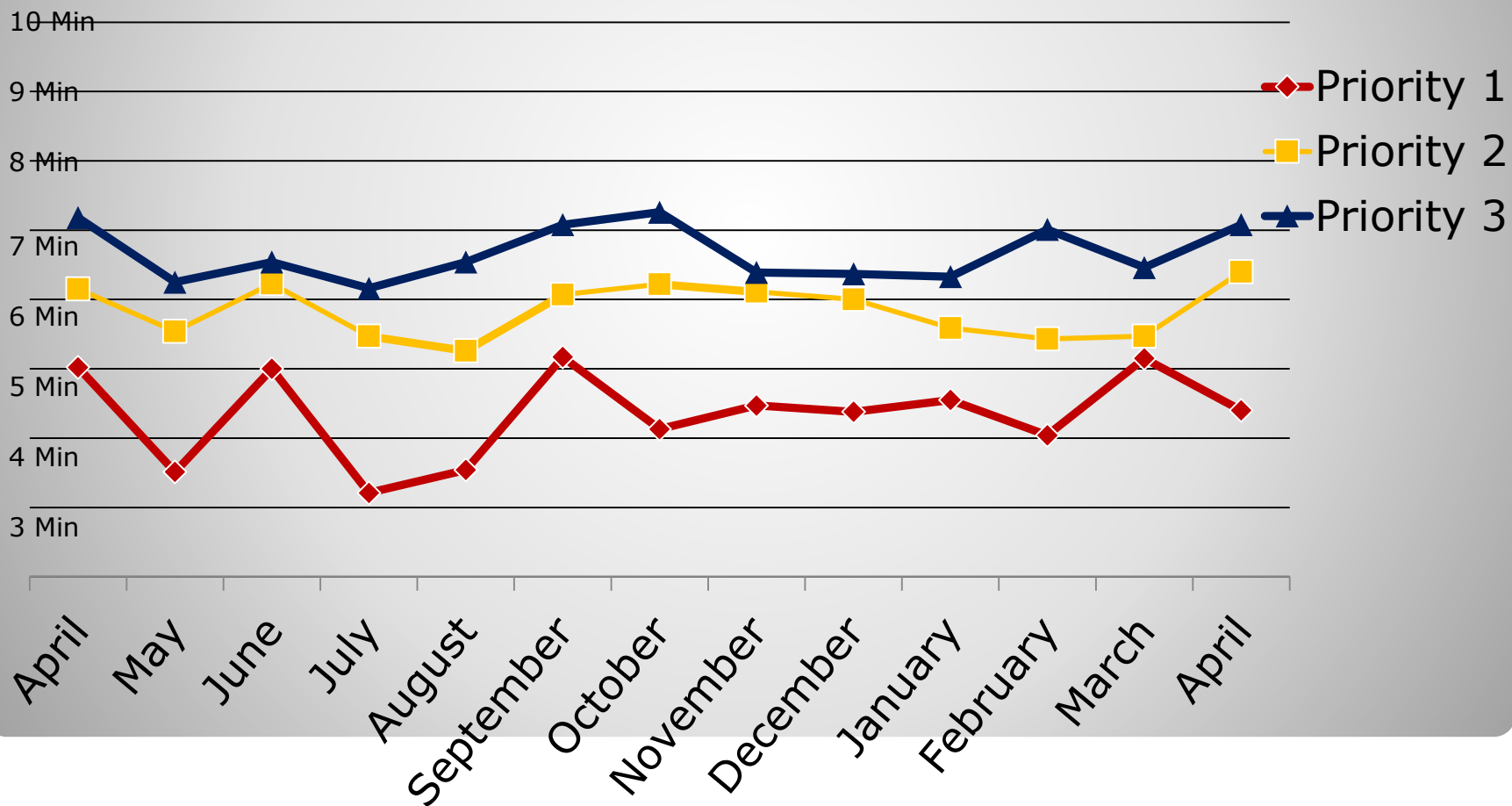


Reports by Council District





Response Times



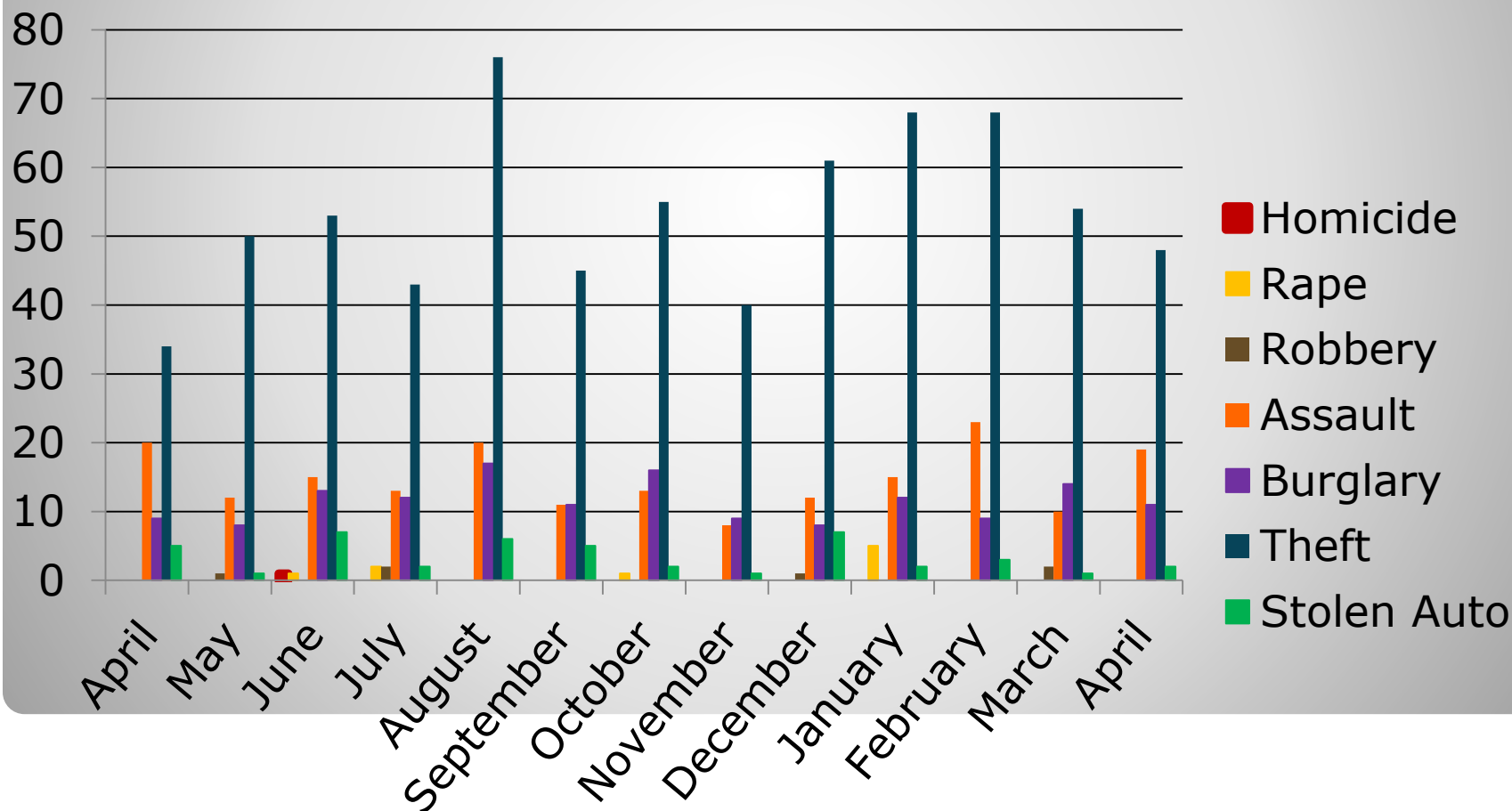


Overall UCR Crime View

	April 14	April 15
Homicide	0	0
Rape	0	0
Robbery	0	0
Assault	20	19
Burglary	9	11
Theft	34	48
Stolen Auto	3	2
Total	66	80

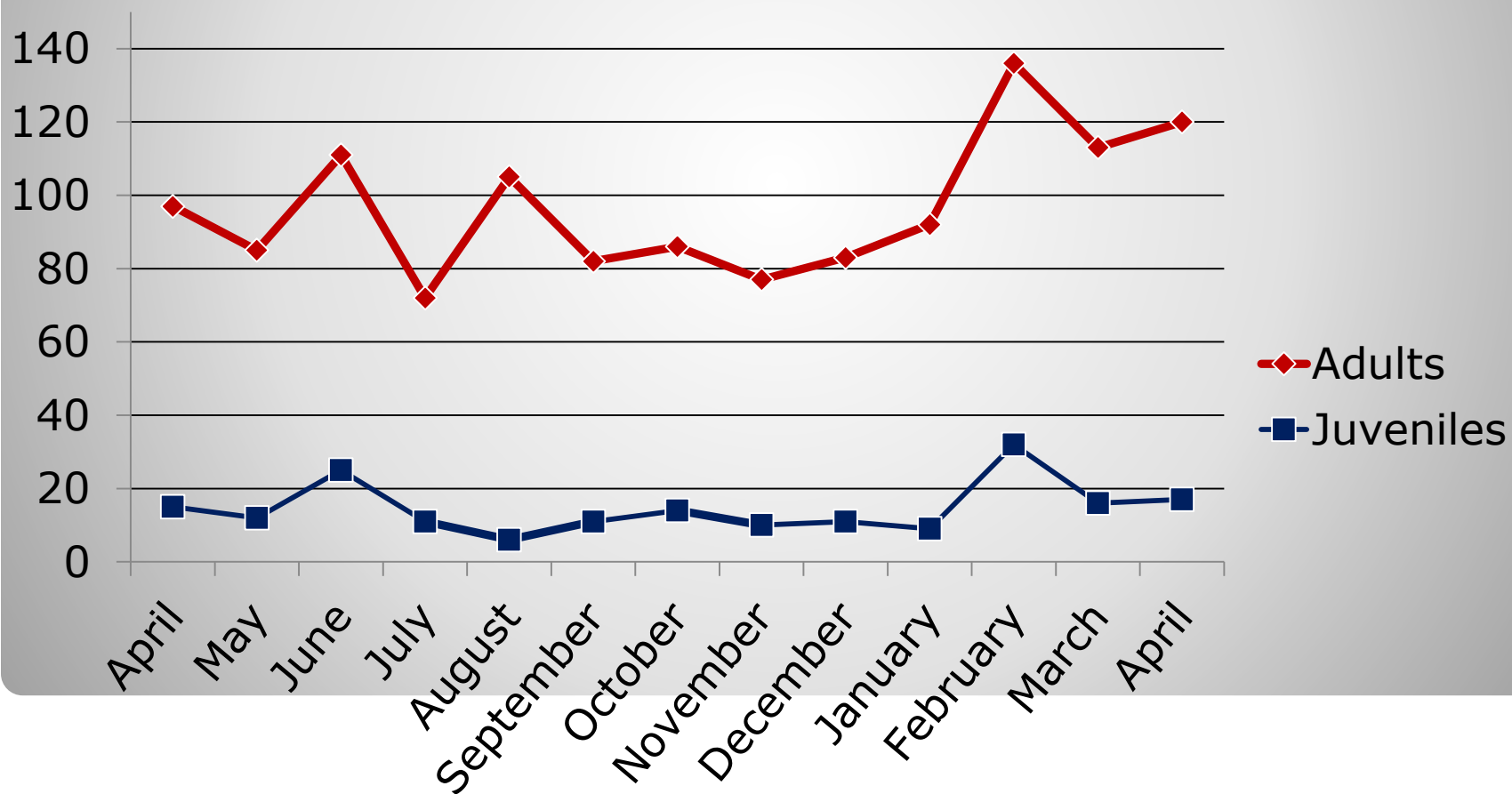


UCR Crime View





Arrests





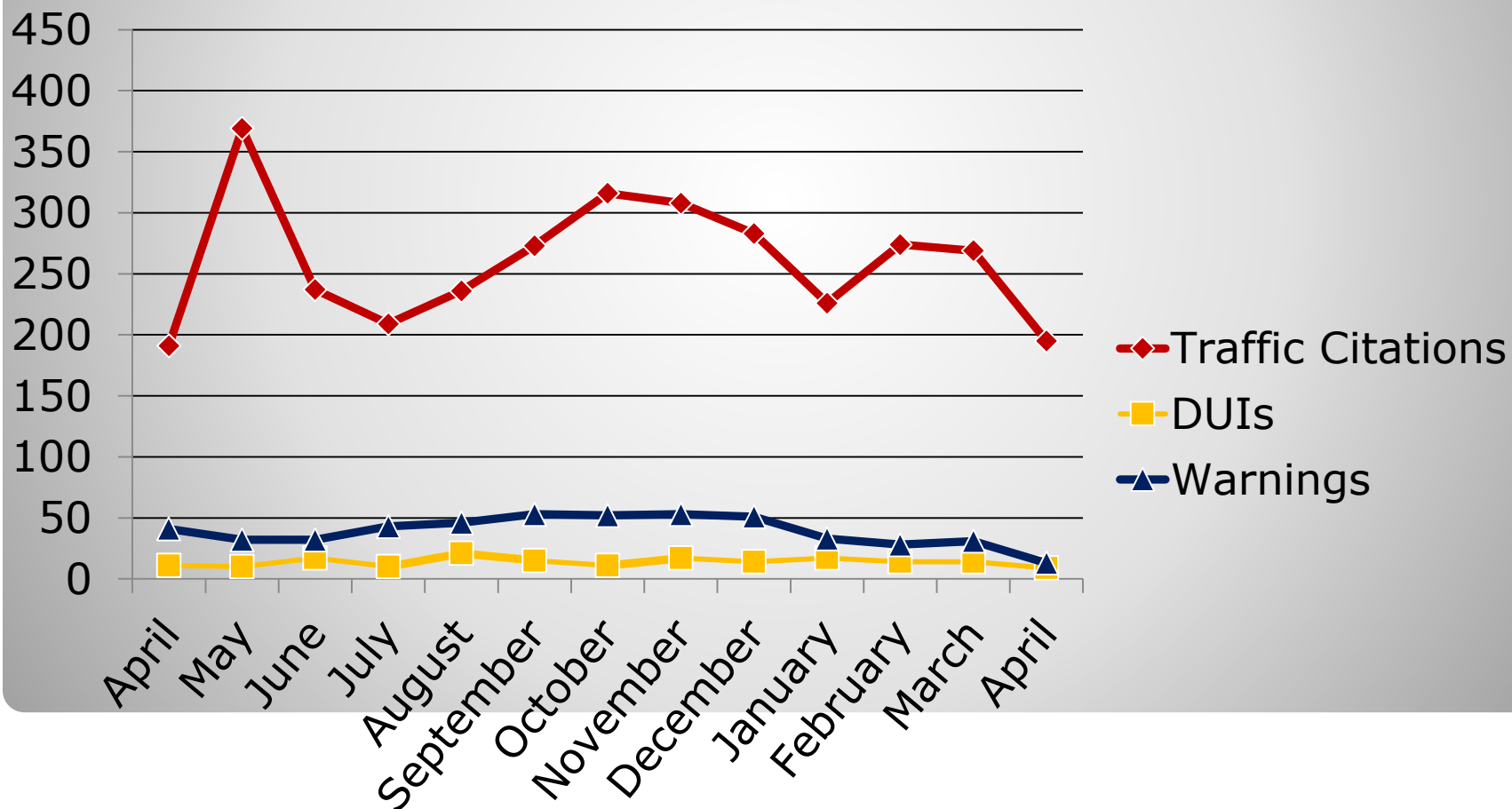
Arrests by Offense

Offense	Adult	Juvenile
Aggravated Assault	2	
Burglary	2	1
Theft	22	1
Auto Theft	1	
Other Assault	12	2
Forgery	1	
Fraud	4	
Possession of Stolen Property	1	
Vandalism	6	
Weapons Offense	1	
Sale / Manufacturing of Synthetic	1	
Sale / Manufacturing of Other Drugs	1	
Possession of Marijuana	3	
Possession of Other Drugs	14	
Family Offense	3	
DUI	10	
Liquor Laws	7	12
Drunkenness	2	
Disorderly Conduct	3	
Vagrancy		1
All Other	24	
Total	120	17



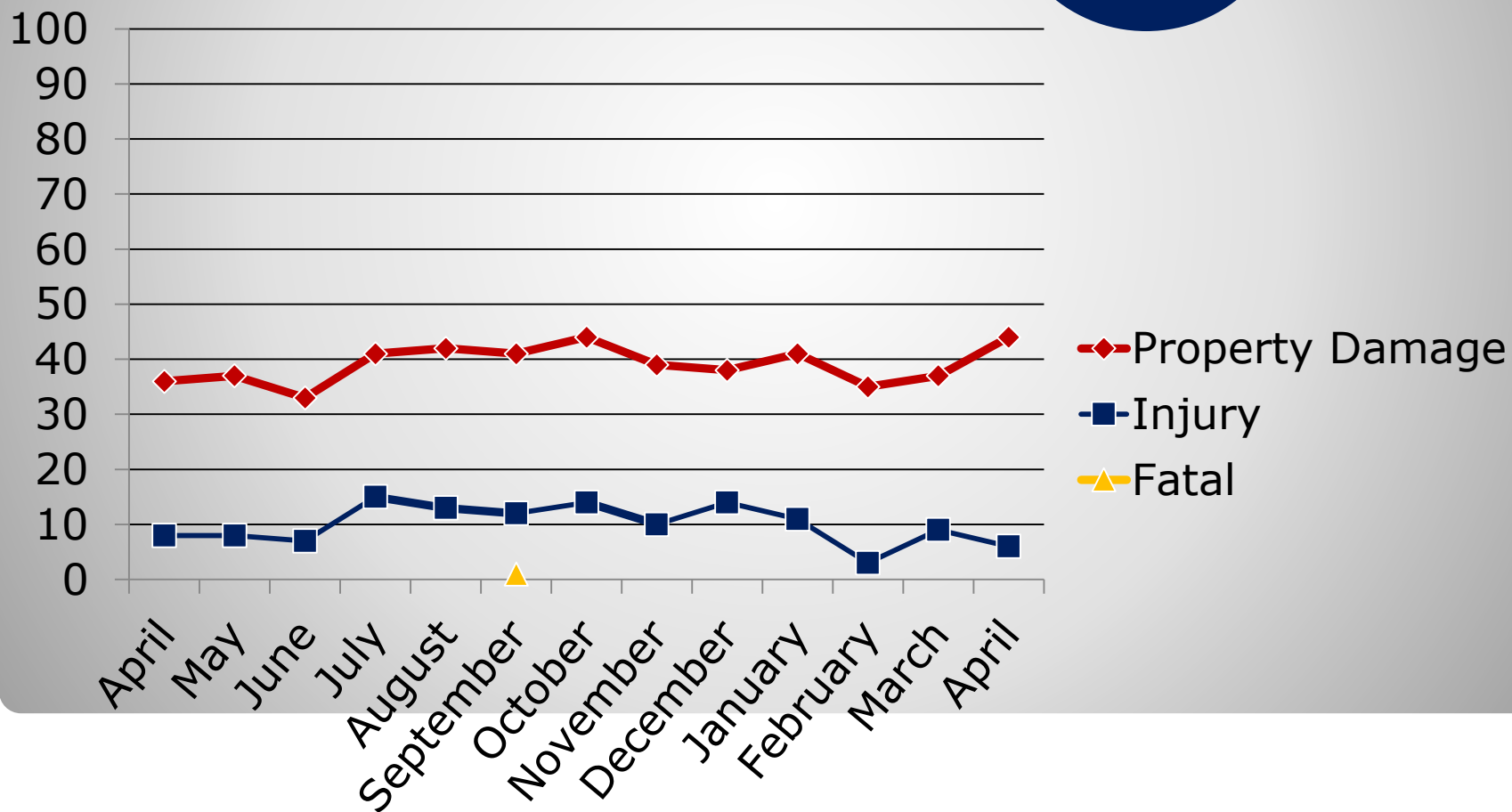
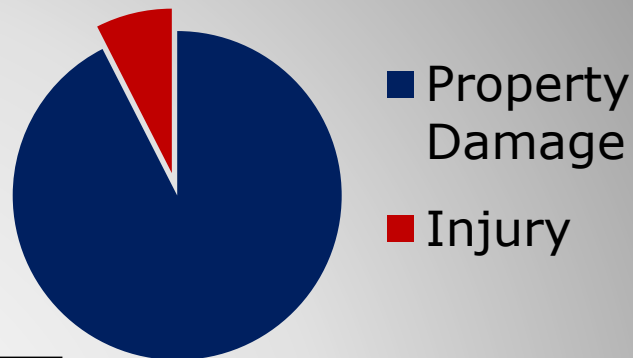


Traffic Citations & DUIs





Crashes





Cottonwood Heights Victim Assistance Program





2014-2015 VOCA 3rd Quarter Report

Crime Types

Crime Type	# of Victims Served	Crime Type	# of Victims Served
Child Abuse Physical	6	Adults Molested as Children	1
Child Abuse Sexual	14	Homicide Survivors	0
DUI	12	Robbery	4
Domestic Violence	166	Assault	8
Adult Sexual Assault	2	Other Violent Crimes	52
Elder Abuse	6	Other	8

Total Victims: 279

Primary: 256

Secondary: 23





2014-2015 VOCA Quarterly Report

Services

Service Type	# of Times Service Provided	Service Type	# of Times Service Provided
Crisis Counseling	17	Criminal Justice Support and Advocacy	104
Follow Up Contact	350	Emergency Financial Assistance	2
Therapy	0	Emergency Legal Advocacy	6
Group Treatment	0	Assistance Filing Compensation Claims	77
Crisis Hotline	0	Personal Advocacy	226
Shelter/ Safe House	3	Call Outs	3
Information & Referral (In-Person)	42	Information & Referral (Phone)	68



Trainings/Meetings Attended

- SWAVO Conferences
 - Elder Abuse – 12/2015
 - Domestic Violence – 3/2015
 - Upscale Domestic Violence
- Crisis Intervention Training – 1/2015
- Crime Victim's Conference – 4/2015
 - Advocacy in Action Award
- Salt Lake Domestic Violence Coalition – Monthly
 - Merari Lopez – Courage Award



Updates



- 2015-2016 VOCA Grant Submitted
 - \$22,974.32
 - Screening & Allocation Committee
- Volunteers
 - Stephanie Harper – August 2012
 - Emily Wood – Hired April 2015



COTTONWOOD HEIGHTS

RESOLUTION No. 2014-23

**A RESOLUTION TENTATIVELY ADOPTING AN AMENDED BUDGET
FOR THE PERIOD OF 1 JULY 2014 THROUGH 30 JUNE 2015;
TENTATIVELY ADOPTING A TENTATIVE BUDGET FOR THE
PERIOD OF 1 JULY 2015 THROUGH 30 JUNE 2016;
PROVIDING FOR PUBLIC INSPECTION OF SUCH BUDGETS;
ESTABLISHING THE TIME AND PLACE OF PUBLIC HEARING
TO CONSIDER ADOPTION OF SUCH BUDGETS; AND PROVIDING FOR
NEWSPAPER PUBLICATION OF SUCH PUBLIC HEARINGS**

WHEREAS, the Uniform Fiscal Procedures Act for Utah Cities (UTAH CODE ANN. §10-6-101 *et seq.*) (the “Act”) provides, among other things, that (a) the mayor or other budget officer shall propose a tentative budget for the upcoming fiscal year to the city’s governing body; (b) the city’s governing body shall review, consider (and amend, as advisable) and tentatively adopt such tentative budget; (c) such tentative budget shall be available for public inspection for at least ten days prior to adoption of a final budget; (d) the city’s governing body shall hold a public hearing concerning the tentative budget following at least seven days’ prior notice in a newspaper of general circulation; and (e) following such public hearing, the city’s governing body may adopt a final budget as provided in the Act; and

WHEREAS, the Act provides that those same procedures be followed for a proposed amendment to an adopted budget for a current fiscal year;

WHEREAS, at a meeting of the city council (the “*Council*”) of the city of Cottonwood Heights (the “*City*”) on 12 May 2015, Steven Fawcett, the City’s budget officer, filed with the Council (a) a proposed amended budget for the City for the period of 1 July 2014 through 30 June 2015, (b) a tentative budget for the City for the period of 1 July 2015 through 30 June 2016, and (c) an accompanying budget message as required by the Act; and

WHEREAS, as part of its 12 May 2015 regular meeting, the Council reviewed and considered the proposed amended budget (the “*Amended Budget*”) for the current fiscal year and the proposed tentative budget (the “*Tentative Budget*”) for the upcoming fiscal year; and

WHEREAS, the Council desires to fully comply with the requirements of the Act regarding adoption of final budgets for the City; and

WHEREAS, after careful consideration, the Council has determined that it is in the best interest of the health, safety and welfare of the citizens of the City to tentatively adopt the Amended Budget and the Tentative Budget (collectively, the “*Budgets*”) as presented by the City’s budget officer;

NOW, THEREFORE, BE IT RESOLVED by the city council of the city of Cottonwood Heights that such council hereby (a) tentatively adopts each of the Budgets; (b) orders that a public hearing (the “*Hearing*”) concerning each of the Budgets be held on Tuesday, 26 May 2015, beginning at 7:00 p.m., or as soon thereafter as practical, at 1265 East Ft. Union Blvd., Suite 300, Cottonwood Heights, Utah, at which time all interested persons in attendance shall be given the opportunity to be heard, for or against, each of the Budgets; (c) orders that copies of the Budgets be available for public inspection in the office of the City’s recorder (the “*Recorder*”) at 1265 East Ft. Union Blvd., Suite 250, Cottonwood Heights, Utah for at least ten days prior to the Hearing; and

(d) orders the Recorder to assure that notice of the Hearing be (i) published at least seven days prior to the Hearing in at least one issue of a newspaper of general circulation published in Salt Lake County, Utah, and (ii) timely posted on any public notice website required by law.

This Resolution, assigned no. 2014-23, shall take effect immediately upon passage as provided herein.

PASSED AND APPROVED this 12th day of May 2015.

COTTONWOOD HEIGHTS CITY COUNCIL

ATTEST:

By _____
Kelvyn H. Cullimore, Jr., Mayor

Kory Solorio, Recorder

VOTING:

Kelvyn H. Cullimore, Jr.	Yea ____	Nay ____
Michael L. Shelton	Yea ____	Nay ____
J. Scott Bracken	Yea ____	Nay ____
Michael J. Peterson	Yea ____	Nay ____
Tee W. Tyler	Yea ____	Nay ____

DEPOSITED in the office of the City Recorder this 12th day of May 2015.

RECORDED this ____ day of May 2015.

COTTONWOOD HEIGHTS

RESOLUTION No. 2015-24

A RESOLUTION DECLARING CERTAIN PROPERTY CONSUMED IN NORMAL OPERATIONS AND APPROVING PURCHASE OF A POLICE FIREARM BY A RETIRING POLICE OFFICER

WHEREAS, §2.150.060 of the COTTONWOOD HEIGHTS CODE (the “*Code*”) establishes the procedures for disposal by the city of Cottonwood Heights (the “*City*”) of its surplus property; and

WHEREAS, §2.150.060(A) of the Code allows certain property that is consumed in normal operations to be disposed of, or released to ownership by someone other than the City, without a declaration that the property is surplus by the City’s city council (“*Council*”); and

WHEREAS, under Code §2.150.060(H)(2), the Council may, by resolution following recommendation by the City’s chief of police (“*Chief*”), allow a retiring City police officer to purchase his sidearm from the City for such consideration as the Council may deem appropriate; and

WHEREAS, §2.150.060H(3) of the Code provides that conveyances of equipment under Code § 2.150.060(H) may occur without compliance with the surplusing and sale procedures applicable to other types of City property; and

WHEREAS, City police officer Nicolas Garcia (“*Officer Garcia*”) is retiring from the City police department and desires to obtain his City police department issued bullet proof vest (“*Vest*”) and Glock 23 sidearm (serial no. MBV052) (“*Firearm*”); and

WHEREAS, the Chief has recommended that (a) the Vest should be considered property that has been consumed in normal operations, and (b) the Council should allow Officer Garcia to purchase the Firearm from the City for \$75.00; and

WHEREAS, the Council met on 12 May 2015 to consider, among other things, allowing Officer Garcia to retain the Vest upon his retirement and to purchase the Firearm from the City for \$75.00; and

WHEREAS, the Council has determined the Vest was consumed in normal operations and that \$75.00 is appropriate consideration for the Firearm; and

WHEREAS, after reviewing the Chief’s recommendation and careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to (a) declare that the Vest is property consumed in normal operations for purposes of Code §2.150.060(A); (b) allow Officer Garcia to retain the Vest upon his retirement; and (c) approve Officer Garcia’s purchase of the Firearm for \$75.00 in accordance with Code §2.150.060(H)(2);

NOW THEREFORE, BE IT RESOLVED by the Cottonwood Heights city council as follows:

1. The Vest is hereby declared to be property consumed in normal operations that is no longer needed by the City and Officer Garcia may retain the Vest upon his retirement; and
2. Officer Garcia's purchase of the Firearm from the City for \$75.00 is hereby approved.

This Resolution, assigned no. 2015-24, shall take effect immediately upon passage.

PASSED AND APPROVED effective 12 May 2015.

COTTONWOOD HEIGHTS CITY COUNCIL

By _____
Kelvyn H. Cullimore, Jr., Mayor

ATTEST:

Kory Solario, Recorder

VOTING:

Kelvyn H. Cullimore, Jr.	Yea ___ Nay ___
Michael L. Shelton	Yea ___ Nay ___
J. Scott Bracken	Yea ___ Nay ___
Michael J. Peterson	Yea ___ Nay ___
Tee W. Tyler	Yea ___ Nay ___

DEPOSITED in the office of the City Recorder this 12th day of May 2015.

RECORDED this ___ day of May 2015.

COTTONWOOD HEIGHTS

RESOLUTION No. 2015-25

A RESOLUTION AUTHORIZING DISPOSAL OF UNCLAIMED PROPERTY AND/OR PROPERTY NO LONGER NEEDED AS EVIDENCE

WHEREAS, UTAH CODE ANN. §§77-24a-1 *et seq.* (the “*Lost or Mislaid Property Chapter*”) establish the procedures for disposal of lost or mislaid property (“*Lost Property*”) that comes into the possession of a law enforcement agency; and

WHEREAS, UTAH CODE ANN. §§24-3-101 to -104 (the “*Property Held As Evidence Chapter*”) (the Property Held as Evidence Chapter and the Lost or Mislaid Property Chapter are collectively referred to herein as the “*Disposal Statutes*”) establish the procedures for disposal by a law enforcement agency of property no longer needed as evidence in connection with any public offense (collectively, “*Evidence*”); and

WHEREAS, the Cottonwood Heights Police Department (“*CHPD*”) has identified various items of Lost Property and/or Evidence (collectively, the “*Property*”) in its possession that are subject to disposition as provided in the Disposal Statutes and has requested the city council (the “*Council*”) of the city of Cottonwood Heights (the “*City*”) to acknowledge CHPD’s possession of the Property; to authorize CHPD to dispose of the Property; and to permit the Property or its proceeds to be applied by CHPD to a public interest use, all as provided in the Disposal Statutes; and

WHEREAS, the Council met on 12 May 2015 to consider, among other things, acknowledging CHPD’s possession of the items of Property described on the attached exhibits (the “*List*”); authorizing CHPD to dispose of such items of Property; and permitting the Property or its proceeds to be applied by CHPD to a public interest use, all as provided in the Disposal Statutes; and

WHEREAS, after reviewing the List, the Council acknowledges CHPD’s possession of the items of Property listed thereon and, after careful consideration, has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to authorize CHPD’s disposal of such Property and to permit CHPD to apply the Property or the proceeds thereof to a public interest use, all pursuant to the requirements of the Disposal Statutes and such additional noticing and other procedures as CHPD deems appropriate, in its discretion, to assure fairness and transparency;

NOW THEREFORE, BE IT RESOLVED by the Cottonwood Heights city council that the Council acknowledges CHPD’s possession of the items of Property shown on the List; authorizes CHPD’s disposal of such Property; and permits CHPD to apply such Property or the proceeds thereof to a public interest use, all pursuant to the requirements of the Disposal Statutes and such additional noticing and other procedures as CHPD deems appropriate, in its discretion, to assure fairness and transparency

This Resolution, assigned no. 2015-25, shall take effect immediately upon passage.

PASSED AND APPROVED effective 12 May 2015.

COTTONWOOD HEIGHTS CITY COUNCIL

By _____
Kelvyn H. Cullimore, Jr., Mayor

ATTEST:

Kory Solorio, Recorder

VOTING:

Kelvyn H. Cullimore, Jr.	Yea	___	Nay	___
Michael L. Shelton	Yea	___	Nay	___
J. Scott Bracken	Yea	___	Nay	___
Michael J. Peterson	Yea	___	Nay	___
Tee W. Tyler	Yea	___	Nay	___

DEPOSITED in the office of the City Recorder this 12th day of May 2015.

RECORDED this ___ day of May 2015.

Description	Case #	Serial #	Evidence #	Type
Gym Bag with Tools	12X003801		120600204	Evid
Snowboard Helmet	12X003801		120600214	Evid
Backpack with clothes	14X004495		140800148	Evid
Flashlight/Gloves	14X004494		140800187	Evid
Gymbag	14X003180		140600148	Evid
Security Camera	12X003801		120600341	Evid
Security Camera	12X003801		120600341	Evid
Tackle Box	14X004824		140900099	Evid
Bag w/clothes	12X003801		120600208	Evid
DVD Player	12X003801		120600210	Evid
leather wallet	12X004744		120800032	Evid
Sunglasses	14X004158		140800060	Evid
Game/Backgammon	13X005120		130800187	Evid
Hat	12X004900		120800091	Evid
Hunting Knife	14X002590		140600193	Evid
Gymbag	14X003018		140600100	Evid
Backpack with clothes	14X003018		140600101	Evid
Ski boots	12X003801		120600213	Evid
Makita Drill/Charger	13X006181	139203K/015655y	140700061	Evid
Gymbag	13X004113		130700175	Evid
Sunglasses	14X004051		140800020	Evid
Equipment bag/baseball equip	13X001353		130300041	Fnd
Candlesticks	12X003801		120600345	Fnd
Air Compressor	14X004170	112890L721149	140800073	Fnd
Tool	14X004170	E30300055	140800074	Fnd
Dewalt Drill	14X006140	528220	141100137	Fnd
Copier/Printer	10X007855		101200008	Evid
wrench	14X006140		141100136	Evid
jewelry	13X001182		130200233	Evid
Ring	14X006621		141200138	Evid
GPS	14X006439		141200095	Fnd
DVD Player	12X003801		120600211	Evid
Bag of Tools	12X003801		120600219	Evid
DVD Player	12X003801		120600212	Evid
Jacks(2)	14X006140		141100139	Evid

COTTONWOOD HEIGHTS

RESOLUTION No. 2015-26

A RESOLUTION CONSENTING TO APPOINTMENTS TO THE PLANNING COMMISSION

WHEREAS, the city council (the “*Council*”) of the city of Cottonwood Heights (the “*City*”) met on 28 April 2015 to consider, among other things, a proposed appointment to the City’s planning commission (the “*Commission*”) to fill a vacancy; and

WHEREAS, section 19.05.070 of the COTTONWOOD HEIGHTS CODE OF ORDINANCES (the “*Code*”) provides that any vacancy occurring on the Commission by reason of expiration of term of office or otherwise shall be filled by the City’s manager (the “*Manager*”) with the advice and consent of the Council; and

WHEREAS, the Manager has nominated (a) **Sue Ryser** of District 1 (at large) to replace regular Commission member **Perry Bolyard** of District 1 (at large), whose final term of office will expire on 30 June 2015; and (b) **Allen Orr** of District 4 (at large), to replace regular Commission member Gordon Walker of District 4 (at large), who has resigned from the Commission effective 1 June 2015, for the balance of Mr. Walker’s current term of office; and

WHEREAS, the Council has given advice for the above-described appointments to the Commission for the terms proposed by the Manager; and

WHEREAS, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to consent to the appointments of **Sue Ryser** and **Allen Orr** as regular members of the Commission representing District 1 (at large) and District 4 (at large), respectively, as proposed by the Manager, with Ms. Ryser’s term of office to commence on 1 July 2015 and Mr. Orr’s term of office to commence on 1 June 2015;

NOW THEREFORE, BE IT RESOLVED by the Cottonwood Heights city council that the Council hereby consents to the appointment to the Commission described above, and hereby consents to, confirms and ratifies the status of the following individuals as all of the members of the Commission as of the dated hereof, for the terms of office set forth opposite each name:

<u>Name</u>	<u>District</u>	<u>Term Expires</u>
Craig Bevan	1	30 June 2016
Jeremy D. Lapin	2	30 June 2015
James S. Jones	3	30 June 2015
Paxton Guymon	4	30 June 2016
Allen Orr	4 (at large)	30 June 2017
Dennis Peters	2 (at large)	30 June 2017
Sue Ryser	1 (at large)	30 June 2018
Joe Demma	3 (alternate, at large)	30 June 2017

This Resolution, assigned no. 2015-26, shall take effect immediately upon passage.

PASSED AND APPROVED 12 May 2015.

COTTONWOOD HEIGHTS CITY COUNCIL

By _____
Kelvyn H. Cullimore, Jr., Mayor

ATTEST:

Kory Solorio, Recorder

VOTING:

Kelvyn H. Cullimore, Jr.	Yea	___	Nay	___
Michael L. Shelton	Yea	___	Nay	___
J. Scott Bracken	Yea	___	Nay	___
Michael J. Peterson	Yea	___	Nay	___
Tee W. Tyler	Yea	___	Nay	___

DEPOSITED in the office of the City Recorder this 12th day of May 2015.

RECORDED this ___ day of May 2015.

COTTONWOOD HEIGHTS

RESOLUTION No. 2015-27

A RESOLUTION APPROVING AND RATIFYING A FIREWORKS DISPLAY CONTRACT AND PURCHASE ORDER WITH LANTIS PRODUCTIONS, INC. (2015 BUTLERVILLE DAYS)

WHEREAS, the city council (the “*Council*”) of the city of Cottonwood Heights (the “*City*”) met in regular session on 12 May 2015 to consider, among other things, approving a “Fireworks Display Contract and Purchase Order” and addendum (collectively, the “*Agreement*”) with Lantis Productions, Inc. (“*Lantis*”) whereunder Lantis would stage a fireworks display in connection with the City’s “Butlerville Days” community event on or about 24 July 2015; and

WHEREAS, the Council has reviewed the form of the Agreement, a photocopy of which is annexed hereto; and

WHEREAS, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to approve the City’s entry into the Agreement as proposed;

NOW, THEREFORE, BE IT RESOLVED by the city council of the city of Cottonwood Heights that the attached Agreement is hereby approved, and that the City’s mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of the City.

This Resolution, assigned no. 2015-27, shall take effect immediately upon passage.

PASSED AND APPROVED effective 12 May 2015.

COTTONWOOD HEIGHTS CITY COUNCIL

By _____
Kelvyn H. Cullimore, Jr., Mayor

ATTEST:

Kory Solorio, Recorder

VOTING:

Kelvyn H. Cullimore, Jr.	Yea	___	Nay	___
Michael L. Shelton	Yea	___	Nay	___
J. Scott Bracken	Yea	___	Nay	___
Michael J. Peterson	Yea	___	Nay	___
Tee W. Tyler	Yea	___	Nay	___

DEPOSITED in the office of the City Recorder this 12th day of May 2015.

RECORDED this ___ day of May 2015.

FIREWORKS DISPLAY CONTRACT AND PURCHASE ORDER

THIS CONTRACT, entered into on May 1, 2015 and between LANTIS PRODUCTIONS, INC. (a Utah corporation hereinafter referred to as LANTIS), and Cottonwood Heights of Salt Lake County, Utah (hereinafter referred to as CLIENT).

WITNESSETH: LANTIS agrees to furnish the CLIENT, in accordance with the terms and conditions hereinafter set forth, a Fireworks Display Show as per our proposal made a part hereof, including the services of a licensed and trained Pyro technician to take charge of and fire the Display.

CLIENT shall pay LANTIS the sum of Nine Thousand- One Hundred fifty and No/100 (\$9,150.00) DOLLARS, in United States Currency, according to the following terms and conditions:

1. Due upon execution of contract	\$ 4,575.00
2. Due ten days prior to the show	\$ 4,575.00
Total:	\$ 9,150.00

All sums due herein shall be mailed directly to the corporate offices of Lantis Productions Inc., P.O. Box 491, Draper, Utah 84020, unless otherwise directed in writing.

Note: Balance due at time of show must be given to the authorized representative of LANTIS before said show will be commenced.

The said display is hereby scheduled to be performed on July 24, 2015. The display may be cancelled by CLIENT up to ten (10) days before display's date. At this time only the cost of the set pieces (if applicable) and permit fees will be paid for by CLIENT. If for reasons other than adverse weather conditions the display shall be cancelled within the ten (10) days prior to the show date, the CLIENT agrees to pay an amount equal to one-half of the total contract amount as a cancellation fee.

If the scheduled presentation of the show is delayed due to adverse weather conditions, or other circumstances beyond the reasonable control of either LANTIS or CLIENT, each shall bear an equal share (i.e., 50%) of all "out-of-pocket" expenses incurred by LANTIS due to the delay. Such expenses shall include, but shall not be limited to, additional lodging, meals, Pyro technician fees, permits, vehicle rentals, and equipment rentals (if any) incurred by authorized representatives of LANTIS necessary to present the show.

CLIENT hereby agrees that any show so delayed must be presented within 10 calendar days of the originally scheduled date without incurring additional expenses except as detailed in the paragraph above. If the presentation of the show is delayed beyond ten (10) calendar days from the originally scheduled date, this contract shall be subject to renegotiation between LANTIS and CLIENT.

CLIENT agrees to provide and furnish a suitable place to display the said fireworks. LANTIS, on behalf of CLIENT, will secure all required state and/or local fireworks permits. Any required marine permits will be obtained by LANTIS on behalf of the CLIENT. CLIENT will obtain any required event permits, and will arrange for any security bonds as

required by law in CLIENT'S community when necessary. CLIENT agrees to furnish necessary and adequate police and/or private security, fire and other necessary protection for proper crowd control, auto parking control, and proper security around the designated safety area during the set-up, during firing, and for a minimum of thirty minutes following show completion.

Any vehicles or personal property located within the designated safety area shall be removed at the CLIENT'S Expense. Any damage or destruction of vehicles or personal property left remaining in the designated safety area shall be the sole responsibility of the CLIENT.

CLIENT hereby acknowledges and agrees that the LANTIS Pyro technician, the CLIENT, or Local Fire Authority, shall have the right to delay the start of, or terminate the firing of, the Fireworks Display Show if, in any one of the individuals' reasonable judgment, unsafe conditions exist as detailed in the LANTIS Safety Procedures Manual, NFPA 1123 Guidelines, or other applicable local law or regulation.

LANTIS shall provide insurance coverage for the following amounts and specified risks only:

Bodily Injury and Property Damage, including Product Liability of \$2,000,000.00.

Under the provisions of our insurance coverage, this protection shall be extended to the CLIENT and additional insured only upon receipt by LANTIS of a properly executed original copy of this contract.

It is agreed that this contract shall be governed by the laws of the State of Utah. Should any legal action be brought to enforce or interpret the terms or provisions of this Contract, any court of competent jurisdiction shall be proper venue for such an action. Interest at 2% per month (AN ANNUAL PERCENTAGE RATE OF TWENTY FOUR PERCENT PER ANNUM A.P.R. 24%) will be charged on all accounts past due, and the Client agrees to pay the same. If any legal action is brought to enforce or interpret the terms or provision of this Contract, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief they may be entitled to.

It is further agreed that nothing in this Contract shall be construed as forming a partnership, the parties hereto being severally responsible for their own separate debts and obligations, and neither party shall be held responsible for any agreement not stated in this Contract. The parties hereto do mutually and severally guarantee the terms, conditions and payments of this Contract and these articles shall be binding on the parties themselves and on their heirs, executors, administrators, successors and assigns. CLIENT further warrants that the signature affixed hereto on their behalf is properly authorized to execute such documents and incur such obligations on behalf of the CLIENT. CLIENT further agrees that none of the provisions of this contract may be changed or modified in any way without the express written permission of LANTIS.

Additional Provisions:

Lantis Agrees to provide the following product for the show:

<u>2.5" Display Shells</u>	<u>400</u>
<u>2.5" Salute Shells</u>	<u>20</u>
<u>3" Display Shells</u>	<u>230</u>
<u>4" Display Shells</u>	<u>82</u>
<u>.75" – 1.25" Cakes</u>	<u>1619</u>

Lantis will also provide a choreographed display show to synchronized music on July 24, 2015.

IN WITNESS WHEREOF, the parties hereto, by and through their duly authorized agents, have set their duly authorized signatures and seals the dates and places indicated below.

LANTIS

Executed on behalf of LANTIS PRODUCTIONS INC. on May 1, 2015 at Fairfield, UT.

Lantis Productions Inc.

by: _____

Kenneth L. Lantis, President

CLIENT

Executed on behalf of _____ this _____ day of _____, 2015
At _____

by: _____

Title: _____

CLIENT COMMUNICATIONS DATA

Lantis Productions Inc.

Show # 15028

Please provide requested information to assure constant and immediate communication with Lantis Productions Inc. Fairfield, Utah and the Show Sponsor.

Show Sponsor: Cottonwood Heights

Billing Address: 1261 Fort Union Blvd. Suite 250, Cottonwood Heights, Utah 84117

Show Date: July 24, 2015

Approximate Time: 9:30 P.M.

Length of Show: 18 minutes

Show Location: The Richard L. Guthrie Skate Park
2415 East Bengal Blvd.
Cottonwood Heights, Utah 84117

Lantis Productions representative should contact the following person or persons for instructions:

Primary Contact

2ND Alternate

Ann Eatchel

Name

1261 Fort Union Blvd

Name

Address

Cottonwood Heights, Utah 84117

Address

City, State, Zip

City, State, Zip

Phone Office 801-550-8225

Home _____

Cell _____

Phone Office _____

Home _____

Cell _____

Specific Address of Display Site:

The Richard L. Guthrie Skate Park
2415 East Bengal Blvd.
Cottonwood Heights, Utah 84117

Routing to Location from Major Highway:

Extremely Important

Nearest Airport: Salt Lake International Airport

Approximate Distance: 19.3 Miles

INSURANCE CERTIFICATE REQUISITION

Lantis Productions Inc.

Show: 15028

Client Name: Cottonwood Heights- Butlerville Days

Address: 1261 Fort Union Blvd. Suite 250, Cottonwood Heights, Utah 84117

Display Date: July 24, 2015

Approximate Time: 9:00 PM

Location of Display: The Richard L. Guthrie Skate Park
2415 East Bengal Blvd.
Cottonwood Heights, Utah 84117

Exact Names of those to be insured: Cottonwood Heights, a Utah Municipality Cottonwood Heights Parks & Recreation Service Area; Unified Fire Authority; The Richard L. Guthrie Skate Park

Name of Site Property Owner: Cottonwood Heights Parks & Recreation Service Area

Insurance Certificate is to be issued to: Cottonwood Heights

This form must be returned with your signed contract in order for the Insurance Certificate to be processed. Our Insurance Carrier requires that we have this form in addition to the signed contract prior to the Certificate being issued and the coverage extended to the show sponsor(s).

The Insurance Carrier also requires that a diagram of the display show site and a description of the surrounding properties be submitted before the show. Please attach this diagram to this form. If you have any questions, please contact our Corporate Office at 1-800-443-3040 8 a.m. to 5 p.m. Mountain Time.

REQUEST FOR DIAGRAM OF FIRING AREA

Lantis Productions Inc.

Show: 15028

Dear Customer: Cottonwood Heights- Butlerville Days

In an effort to better understand and plan for your fireworks display show, it is of the utmost importance that you supply our office with a diagram or map of the proposed display site and the surrounding areas in all directions.

The map should show distances (in feet) from spectators and parking areas as well as buildings wires and overhead obstructions. We need to receive this information before we can apply for permits and insurance.

Preparation and planning can bring out the best in a fireworks display. It can also reduce accidents. Thank you for your cooperation and attention to this matter!

Lantis Productions Inc.

Amendment to Fireworks Display Contract and Purchase Order

THIS AMENDMENT is entered into effective 12 May 2015 between **LANTIS PRODUCTIONS, INC.**, a Utah corporation ("*Lantis*"), and the city of **COTTONWOOD HEIGHTS**, a Utah municipality ("*Client*"), and shall be deemed to amend that certain "Fireworks Display Contract and Purchase Order" (the "*Agreement*") dated 1 May 2015 between the parties.

Section 1. **Amendments.** Notwithstanding anything in the Agreement to the contrary:

(a) **Services.** Lantis will provide all products and services associated with the subject pyrotechnic performance for the subject fireworks display event (the "*Event*"), including:

- * All pyrotechnic devices;
- * Insurance coverage as described in the Agreement and modified below;
- * Licensed/Experienced Pyrotechnician;
- * All permits except City's special event permit;
- * Local transport;
- * Mortars and any associated equipment;
- * Attend any pre-event planning meetings;
- * Provide all qualified labor; and
- * Site cleanup and next morning inspection.

(b) **Insurance.** Lantis shall maintain in full force and effect a broad form comprehensive workmen's compensation, bodily injury and property damage liability insurance policy or policies against claims for damage or injury to persons or property arising out of Lantis' use or occupancy of the display site/launch area for the Event. Such policy shall be maintained on the minimum basis of \$5,000,000.00 combined single limit, with a deductible of no greater than \$1,000. Lantis shall cause Client, Cottonwood Heights Parks and Recreation Service Area (the "*Service Area*"), and their respective designee(s) to be named as additional insureds under such policy. Lantis shall provide to Client and the Service Area a certificate evidencing such insurance coverage (including, without limitation, workmen's compensation coverage as required by applicable law) at least three days before the Event. All such insurance shall be with companies, on forms and with loss payable clauses reasonably satisfactory to Client and the Service Area. All such policies shall be written as primary policies, not contributing with and not in excess of coverage which Client or the Service Area may carry.

(c) **Address.** Client's address on the "Client Communications Data" attachment to the Agreement is corrected to be 1265 East Fort Union Blvd., Suite 250, Cottonwood Heights, UT 84047.

Section 2. **No Other Modifications.** Except as specifically amended and modified by this Amendment, the Agreement shall be deemed unmodified and in full force and effect between the parties.

DATED effective the date first-above written.

CLIENT:

ATTEST:

COTTONWOOD HEIGHTS, a Utah municipality

By: _____
Kory Solorio, Recorder

By: _____
Kelvyn H. Cullimore, Jr., Mayor

LANTIS:

LANTIS PRODUCTIONS, INC., a Utah corporation

By: _____
Ken Lantis, President

COTTONWOOD HEIGHTS

RESOLUTION No. 2015-28

A RESOLUTION APPROVING AND RATIFYING AN EVENT PROPOSAL WITH CITY OF FUN CARNIVAL, INC. (2015 BUTLERVILLE DAYS)

WHEREAS, the city council (the “*Council*”) of the city of Cottonwood Heights (the “*City*”) met in regular session on 12 May 2015 to consider, among other things, approving an “Event Proposal” (the “*Agreement*”) with City of Fun Carnival, Inc. (“*Provider*”) whereunder Provider would provide and operate a “midway” (consisting of rides, games and food booths) in connection with the City’s “Butlerville Days” community event on or about 24 July 2015; and

WHEREAS, the Council has reviewed the form of the Agreement, a photocopy of which is annexed hereto; and

WHEREAS, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to approve the City’s entry into the Agreement as proposed;

NOW, THEREFORE, BE IT RESOLVED by the city council of the city of Cottonwood Heights that the attached Agreement is hereby approved, and that the City’s mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of the City.

This Resolution, assigned no. 2015-28, shall take effect immediately upon passage.

PASSED AND APPROVED effective 12 May 2015.

COTTONWOOD HEIGHTS CITY COUNCIL

By _____
Kelvyn H. Cullimore, Jr., Mayor

ATTEST:

Kory Solorio, Recorder

VOTING:

Kelvyn H. Cullimore, Jr.	Yea	___	Nay	___
Michael L. Shelton	Yea	___	Nay	___
J. Scott Bracken	Yea	___	Nay	___
Michael J. Peterson	Yea	___	Nay	___
Tee W. Tyler	Yea	___	Nay	___

DEPOSITED in the office of the City Recorder this 12th day of May 2015.

RECORDED this ___ day of May 2015.

Event Proposal

THIS EVENT PROPOSAL (this “*Agreement*”) is entered into effective 12 May 2015 between **CITY OF FUN CARNIVAL, INC.**, a Utah corporation whose address is 532 East 1100 North, Pleasant Grove, UT 84062 (“*Contractor*”), and the city of **COTTONWOOD HEIGHTS**, a Utah municipality whose address is 1265 East Fort Union Blvd., Suite 250, Cottonwood Heights, UT 84047 (“*City*”).

Section 1. **Background.** City has scheduled its annual “Butlerville Days” community event (the “*Event*”) for 23-24 July 2015 on the public property surrounding the Cottonwood Heights Recreation Center near 2700 East 7500 South in the City (the “*Event Site*”). As part of the Event, City desires to provide recreational opportunities to Event participants in the form of family-type rides, games and other activities. Contractor is in the business of providing one such service, and has proposed to provide (as specified in this Agreement) all necessary or advisable equipment, facilities, supervision, etc. for a “midway” (the “*Midway*”) in connection with the Event. The Midway involves the provision of carnival-type rides and games, as well as booths for the sale of food items, as further described below. The Midway activities offered by Contractor are generally described on Contractor’s website at cityoffuncarnival.com.

Section 2. **Midway.** Contractor shall perform for City the following described services (the “*Services*”) throughout the Event:

(a) **Activities.** Contractor shall provide and operate the following activities (the “*Activities*”) for the Midway:

(i) **Rides.** 18-20 carnival-type rides (“*Rides*”) appropriate for adults and for children in attractive, clean and safe working condition. All Rides shall comply with all applicable legal requirements and industry “best practices” standards, and shall be safety-inspected before, and at any recommended intervals during, their use hereunder. All Rides shall be continuously operated and supervised by qualified employees of Contractor. Charges for participation on the Rides shall be as shown on the attached exhibit (the “*Exhibit*”).

(ii) **Games.** Ten carnival-type games (“*Games*”) appropriate for adults and for children, continuously operated and supervised by qualified employees of Contractor. Charges for participation in the Games shall be as shown on the Exhibit.

(iii) **Food.** Five food booths (“*Booths*”), continuously operated and supervised by qualified employees of Contractor. Contractor shall have the exclusive right to sell cotton candy, candied apples and deep fried “corndogs” at the Event Site during the Event. The food items prepared and sold by Contractor shall be prepared in accordance with all applicable legal and food industry standards, including the requirements of the Salt Lake County Health Department (the “*Health Department*”) and all applicable “safe food handling” standards. Food sales shall operate only from Contractor’s City-approved Booths on the spaces assigned to Contractor. Walking through the audience to sell food or any other items is prohibited. Beverages may not be sold or served in cans or glass containers.

Contractor shall sell only the food items specified on the Exhibit for the prices shown on the Exhibit. If City obtains a sponsorship from a soft-drink company, such as Coca-Cola, which requires City to limit soft drink offerings at the Movie (defined below) and/or the Event to soft drinks manufactured by such sponsor, then City will so inform Contractor by 27 May 2015. If City so acts, then Contractor may by 5:00 p.m. on 29 May 2015 terminate this Agreement; provided that if Contractor fails to so terminate, then Contractor’s soft drink offerings at the Movie and the Event shall conform to the requirements of such sponsorship.

Contractor’s Booths shall comply with the following minimum requirements. Failure to meet such

requirements may result in Contractor being prohibited from conducting business from the Booth until full compliance occurs:

(A) A roof, awning or other covering, impermeable to weather, over the entire food preparation, service, clean-up and storage area;

(B) Two side walls (not screening) which will reduce the entry of dust and dirt, and exclude non-authorized persons;

(C) The front service wall shall be a counter, half-wall, or table draped to the floor. The back wall may be open for employee access, or solid if desired;

(D) The floor must be plywood laid over the grass field of the host park, with Contractor supplying the plywood flooring for its Booth;

(E) All cooking equipment utilized at the Booth must be at least four feet from the public by roping off or other means for safety reasons, FDA/DFP Guide (Conference for Food Protections);

(F) All open flame cooking devices must meet City's fire code requirements; and

(G) Each Booth must be equipped with a hand wash station. Hand wash stations in restrooms do not qualify. At minimum, there must be flowing water from a container with a handled spigot (which spigot must stay open on its own so the person who is washing his hands has both hands free for washing), a catch basin or bucket, liquid hand soap, and paper towels. **BOOTHS WITHOUT HAND WASH STATIONS WILL BE GROUNDS FOR IMMEDIATE CLOSURE.**

(H) Only people working in a Booth will be allowed in the Booth. All others must remain in front of the Booth.

(iv) Possible Closure During Movie. Operation of the Activities during the City's outdoor movie event (the "Movie") after dark on July 23rd shall be partially or completely ceased, as directed by City, if City reasonably determines that any Activities may interfere with the audience's enjoyment of or participation in Movie.

(v) Inspections. City, through its police department, through Unified Fire Authority, or through other designees, may inspect any or all of the Activities at any time, or from time to time, before or during the Event to determine their safety. Contractor promptly shall correct any safety issues or violations noted by City or its designees, and shall not operate any Activity affected by a safety issue until that issue is fully corrected at Contractor's cost.

(b) Limitation. The Activities specified in subsection 2(a), above, are the only activities that Contractor may provide at the Event. Without limiting the generality of the foregoing, Contractor may not sell novelties, toys or apparel, including, without limitation, "glow sticks" or other glow in the dark items.

(c) Supervision. Contractor will staff the Activities with an adequate number of qualified, adult attendants, who shall, among other things, operate the Activities, safeguard Contractor's property and prevent Contractor's property from being used or occupied by any unauthorized person throughout the Event (including the entire night of July 23-24) and during the entire time that any of Contractor's property is on the Event Site.

(d) Refuse and Waste. Contractor shall regularly (at least every two hours) inspect its area of the Event Site and pick up all trash, debris, etc. Contractor shall store and remove all trash, debris, “grey water” (which shall be confined to one or more tanks owned by Contractor) and other waste resulting from the Activities; provided that City shall remove all trash placed in City’s trash containers at the Event. Following conclusion of the Event, by 10:00 p.m. on 25 July 2015, Contractor also will inspect the area where Contractor provided the Services and thoroughly clean up any debris. Contractor will leave its portion of the Event Site in similar condition as received.

(e) Electricity. Contractor shall provide its own electrical power for the Activities.

(f) Set-Up; Operation; and Removal. Contractor may stage (but not operate) its rides, booths and equipment (collectively, “Equipment”) on the southeast parking lot (the “Southeast Parking Lot”) of Butler Middle School (which adjoins the Event Site) on 21 July 2015, provided that all deliveries or work shall be performed between 8:00 a.m. and 10:00 p.m. Contractor may set-up/stage (but not operate) the Equipment at its City-designated location on the Event Site between 8:00 a.m. and 10:00 p.m. on 22 July 2015, and between 8:00 a.m. and 2:00 p.m. on 23 July 2015. **All setup must be completed by that deadline.** The Activities will be fully set up by 3:00 p.m. and operational by 4:00 p.m. on 23 July 2015, and will operate until 10:30 p.m. on 23 July 2015 and between 12:00 p.m. and 9:45 p.m. on 24 July 2015. Disassembly and removal of the Equipment from the Event Site shall commence at 8:00 a.m. on 25 July 2015 and shall be completed by 10:00 p.m. on 25 July 2015. Disassembled Equipment may be stored in the Southeast Parking Lot until 10:00 p.m. on 26 July 2015. **All breakdown and removal must be completed by those deadlines.**

(g) Right to Cease Operations. City may require Contractor to cease operating any or all of the Activities at any time that City reasonably determines that hazardous conditions exist or that public safety otherwise is at risk.

Section 3. City’s Obligations. In connection with the Event, City shall provide (a) a source of culinary water; (b) a trash container for Contractor’s use; (c) public toilets; and (d) a reasonable level of security through City’s police department.

Section 4. Permits and Licenses. The following permits and licenses are required:

(a) Food Handler’s Permit. Contractor shall assure that a current food handler’s permit issued by the Health Department is in effect for at least one person who must be on premises at each of the Booths at all times. City advises that the food handler’s permit costs \$25-30 and must be obtained before applying for the temporary event permit described below. **A copy of Contractor’s food handler’s permit must be provided to City no later than 2 July 2015.**

(b) Temporary Event Permit. Contractor also must obtain a temporary event permit from the Health Department for the Booths that is of sufficient duration to cover the entire period of time that Contractor conducts the Activities. City advises that such permit costs between \$45 and \$95 per day, and may be obtained from the Health Department between 9:00 a.m. and 4:00 p.m., Monday through Friday, at 788 East Woodoak Lane (enter from 900 East at 5400 South). **A copy of Contractor’s temporary event permit must be submitted to City on or before 2 July 2015.**

Additional information concerning such health department permits is available through the Health Department’s web site (www.slvhealth.org, under the “Environmental Health” and “Food” sections).

(c) Temporary Sales Tax License. Contractor must obtain a sales tax license from the Utah State Tax Commission, maintain appropriate records and make appropriate sales tax payments. This will be coordinated by the Event’s chairperson.

The originals of Contractor's permits and licenses must be available at Contractor's Booths throughout their operation. Contractor's failure to timely provide copies or originals, as applicable, of the foregoing permits and licenses will result in revocation of this Agreement by City.

(d) Security. Placement of any Equipment or other property of Contractor on or about the Event Site shall be at Contractor's own risk. City shall have absolutely no liability for any theft, loss, damage, etc. occurring to Contractor's possessions before, during or after the Event.

Section 5. **Compensation**. Contractor shall pay to City an amount equal to the sum of the following:

(a) Base Fee. \$9,000 (the "Base Fee"); plus

(b) Rides Sales. Fifteen percent (15%) of Contractor's sales (net of sales tax) in excess of \$50,000 from the Rides (the "Rides Sales") at the Event; plus

(c) Games. \$1,000 for the Games (the "Games Fee"), at the rate of \$100/Game; plus

(d) Booths. \$750 for the Booths (the "Booths Fee"), at the rate of \$150/Booth.

The Base Fee shall be paid to City's representative by noon on 24 July 2015. At noon on 25 July 2015, or such later time as City's representative reasonably shall designate, Contractor shall (y) meet with City's representative to disclose the results of the Rides Sales, and (z) remit to City the Games Fee, the Booths Fee, and City's 15% portion of Rides Sales. Contractor shall maintain accurate books and records concerning all Rides Sales at the Event, and shall safeguard such records and make them available for City's inspection promptly upon City's request at any time during the six month period after the Event.

Section 6. **Age Standards**. Contractor shall enforce appropriate age standards for the Rides to assure public safety.

Section 7. **Insurance**. Contractor shall maintain in full force and effect a broad form comprehensive workmen's compensation, bodily injury and property damage liability insurance policy or policies against claims for damage or injury to persons or property arising out of any of the Activity or the Services (i.e.—whether Equipment-based, supervision-based, or otherwise) in connection with the Event. Such policy shall be maintained on the minimum basis of Three Million Dollars (\$3,000,000.00) combined single limit. Contractor shall cause City, Cottonwood Heights Parks and Recreation Service Area ("CHPRSA"), Canyons School District ("CSD"), and their respective officers, employees and other designees to be named as additional insureds under such policy, and shall provide to City a certificate evidencing such insurance coverage at least three business days before the Event. All insurance required to be carried hereunder shall be with companies, on forms and with loss payable clauses reasonably satisfactory to City. All such policies shall be written as primary policies, not contributing with and not in excess of coverage which City may carry.

Section 8. **Hold Harmless Undertaking**. Contractor agrees, covenants, and undertakes to indemnify, hold free and harmless, assume liability for, and defend City, CHPRSA, CSD and their respective officers, employees, agents, servants and representatives (collectively, the "Indemnitees") from any and all losses, costs, and expenses, including but not limited to monetary damages, attorney's fees, investigative and discovery costs, court costs, fines, penalties, increased taxes, and all other sums, that any of the Indemnitees may incur, face, pay or become obligated to pay on

account of any, all, and every demand for claim or assertion of liability, or any claim or action thereon, arising or alleged to have arisen out of any of the Services, the Activities, or this Agreement. The foregoing indemnities, etc. shall not, however, be deemed to waive or modify any rights, defenses, protections or limits of liability of City against third parties under the "Governmental Immunity Act of Utah" (UTAH CODE ANN. § 63G-7-101, *et seq.*).

Section 9. **General.** This Agreement shall be interpreted in accordance with Utah law. Section headings are for convenience only. Time is the essence of this Agreement. This Agreement may only be modified in a writing signed by both parties. This Agreement may be executed and delivered electronically, with the same legal effect as manual execution and physical delivery. In the event of any dispute concerning this Agreement, the prevailing party shall be entitled to an award of its attorneys fees and costs, whether incurred with or without suit, at trial, on appeal, or in any bankruptcy or insolvency proceeding. If any portion of this Agreement is deemed unenforceable or invalid by a court of competent jurisdiction, such portion shall be deemed severed from this Agreement to the extent of such unenforceability or invalidity.

DATED effective the date first-above written.

CONTRACTOR:

CITY OF FUN CARNIVAL, INC.,
a Utah corporation

By: _____
Brad Melendez, President

CITY:

ATTEST:

COTTONWOOD HEIGHTS, a Utah municipality

By: _____
Kory Solorio, Recorder

By: _____
Kelvyn H. Cullimore, Jr., Mayor

Exhibit to Event Proposal

(Attach Listing of Prices for Rides and Games, and Description of and Prices for Food Items)

COTTONWOOD HEIGHTS

RESOLUTION No. 2015-29

A RESOLUTION APPROVING AND RATIFYING A BID AND AWARDING A CONSTRUCTION CONTRACT TO STAKER PARSONS COMPANIES (BENGAL BLVD. ROADWAY IMPROVEMENTS)

WHEREAS, the city council (the “*Council*”) of the city of Cottonwood Heights (the “*City*”) met on 12 May 2015 to consider, among other things, (a) approving and ratifying the City’s acceptance of a \$2,006,028.15 bid from Staker Parsons Companies (“*Contractor*”) for roadway improvements along Bengal Blvd. from Highland Drive to Wasatch Blvd. under the City’s project no. CHC.280/283 (the “*Project*”); and (b) authorizing the City’s entry into an agreement for such construction services (the “*Agreement*”) with Contractor on such terms and conditions as may be approved by the City’s mayor and manager in consultation with the City’s director of public works, the City engineer and the City attorney, a draft copy of which is annexed as an exhibit hereto; and

WHEREAS, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to approve and ratify the City’s acceptance of Contractor’s bid for the Project and to authorize the City’s entry into the Agreement with Contractor as proposed;

NOW, THEREFORE, BE IT RESOLVED by the city council of Cottonwood Heights that the Council hereby (a) approves and ratifies the City’s acceptance of Contractor’s bid for the Project, and (b) authorizes the City’s entry into the Agreement with Contractor on such terms and conditions, and with such modifications, as may be approved by the City’s mayor and manager in consultation with the City’s director of public works, the City engineer and the City attorney.

This Resolution, assigned no. 2015-29, shall take effect immediately upon passage.

PASSED AND APPROVED this 12th day of May 2015.

COTTONWOOD HEIGHTS CITY COUNCIL

ATTEST:

By: _____
Kory Solorio, Recorder

By _____
Kelvyn H. Cullimore, Jr., Mayor

VOTING:

Kelvyn H. Cullimore, Jr.	Yea	___	Nay	___
Michael L. Shelton	Yea	___	Nay	___
J. Scott Bracken	Yea	___	Nay	___
Michael J. Peterson	Yea	___	Nay	___
Tee W. Tyler	Yea	___	Nay	___

DEPOSITED in the office of the City Recorder this 12th day of May 2015.

RECORDED this ___ day of May 2015.

SECTION 00500

AGREEMENT

THIS AGREEMENT, made this 13th day of May, 2015, by and between the CITY OF COTTONWOOD HEIGHTS, hereinafter called "OWNER" and Staker Parson Companies doing business as A Corporation, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete construction of the "ROADWAY IMPROVEMENT PROJECTS ALONG BENGAL BOULEVARD, FROM THE EAST SIDE OF HIGHLAND DRIVE TO WEST SIDE OF WASATCH BOULEVARD; ROADWAY WIDENING PROJECTS FOR NEW CITY HALL AT 2300 EAST; AND SEWER REPLACEMENT PROJECT ALONG 2300 EAST STREET AND BENGAL BOULEVARD --- PROJECTS NO. CHC.280/283".

2. The CONTRACTOR will furnish all of materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECTS described herein.

3. The CONTRACTOR will commence the WORK required by the CONTRACT DOCUMENTS within ten (10) calendar days after the date of the NOTICE TO PROCEED; unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

4. The CONTRACTOR will commence the total WORK required by the CONTRACT DOCUMENTS within ten (10) calendar days after the date of the NOTICE TO PROCEED; and will complete the same within SIXTY (60) calendar days after the date of the NOTICE TO PROCEED; unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

5. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum as shown in the BID schedule.

6. The term "CONTRACT DOCUMENTS" means and includes the following:

- (A) SECTION 00100 - INVITATION TO BID
- (B) SECTION 00200 - INSTRUCTIONS TO BIDDERS
- (C) SECTION 00250 - ADDITIONAL INSTRUCTIONS TO BIDDERS
- (D) SECTION 00260 - CONTRACTOR'S QUALIFICATION AND EXPERIENCE

AFFIDAVIT

- (E) SECTION 00410 - BID
- (F) SECTION 00420 - BID SCHEDULE
- (G) SECTION 00450 - BID BOND
- (H) SECTION 00500 - AGREEMENT
- (I) SECTION 00510 - PAYMENT BOND (100 PERCENT)
- (J) SECTION 00520 - PERFORMANCE BOND (100 PERCENT)
- (K) SECTION 00530 - NOTICE OF AWARD
- (L) SECTION 00540 - NOTICE TO PROCEED
- (M) SECTION 00560 - CHANGE ORDER
- (N) SECTION 00570 - NOTICE OF SUBSTANTIAL COMPLETION
- (O) SECTION 00580 - NOTICE OF COMPLETION
- (P) GENERAL CONDITIONS
- (Q) SUPPLEMENTAL GENERAL CONDITIONS
- (R) SPECIFICATIONS prepared and issued by GILSON ENGINEERING, INC.
Consulting Engineers, dated MARCH, 2015.
- (S) DRAWINGS prepared by Gilson Engineering, Consulting Engineers
(See enumeration in Supplemental General Conditions)
- (T) ADDENDA:
 - No. 1 , dated April 15 , 2015.
 - No. 2 , dated April 21 , 2015.
 - No. 3 , dated April 22 , 2015.

7. The OWNER will pay to the CONTRACTOR, in the manner and at such times as set forth in the General Conditions, such amounts as required by the CONTRACT DOCUMENTS.

8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in five (5) copies, each of which shall be deemed an original on the date first above written.

OWNER:

CITY OF COTTONWOOD HEIGHTS

BY _____

NAME Kelvyn H. Cullimore, Jr.
(Please Type)

TITLE Mayor
(SEAL)

ATTEST:

NAME Kory Solorio
(Please Type)

TITLE CITY RECORDER

CONTRACTOR:

Staker Parson Companies

BY _____

NAME Sean Rivera
(Please Type)

ADDRESS 89 W. 13490 S., Ste. 100
Draper, Utah 84020

(SEAL)

ATTEST:

NAME _____
(Please Type)

TITLE _____